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pensate the party receiving the less valuable lands by creating in his favor a charge upon the more valuable lands by way of rent, servitude, or easement. In the case at bar the servitude consisted in the right to take water by means of a pipe or ditch from one tract for the use of the other. This language will be construed to mean that the water is to be taken at a suitable and convenient point, and so as to inflict no unnecessary injury upon the lot from which it is taken, nor inconvenience to the owner thereof.

HULL V. WATTS, ADM'R.—Decided at Wytheville, July 15, 1897.—

Harrison, J :

1. CHANCERY JURISDICTION—*Suits for deficiency in quantity of land—Mistake—Adequate remedy at law.* Courts of equity have jurisdiction to render decrees for the value of the deficiency in the quantity of land sold by the acre. The basis of this jurisdiction is either mutual mistake, or the mistake of one party occasioned by the fraud or culpable negligence of the other. The jurisdiction being elementary, it is immaterial that the complainant has a complete and adequate remedy at law.

2. STATUTE OF LIMITATIONS—*Deficiency in quantity of land.* The right of a purchaser to recover for deficiency in the quantity of land sold by the acre is not affected by the lapse of time, nor generally by anything done or omitted by him, so long as, without fault on his part, he is in ignorance of the deficiency.

3. SALES OF LAND—*Presumed to be by the acre.* Every sale of land, where the quantity is referred to in the contract, is presumed to be a sale by the acre, unless the language of the contract plainly indicates a sale in gross, and this presumption can only be overcome by clear and cogent proof.

4. ISSUE OUT OF CHANCERY—*Effect of verdict—Decree for deficiency of land—Interest.* It is not error to direct an issue out of chancery to determine the quantity of the deficiency in the sale of a tract of land where the evidence as to the boundary lines of the tract is conflicting. But the court is not bound by the verdict, and may modify or disregard it altogether. The decree, however, for the amount of the deficiency should bear interest from the date of the deed from the grantor sued.

COMBS AND OTHERS V. CHANDLER AND OTHERS.—Decided at Wytheville, July 15, 1897.—Buchanan, J :

1. SUBROGATION—*Satisfaction of debt by surety.* Before a surety is entitled to be subrogated to the rights of the creditor, he must have paid or satisfied the debt of the principal. The mere execution of a bond to a creditor is not sufficient unless it be accepted in satisfaction of the debt of the principal. There must be satisfaction by the surety.

THE SOUTHWEST VIRGINIA MINERAL CO. V. CHASE.—Decided at Wytheville, July 22, 1897.—Buchanan, J :

1. SALE OF LAND—*Growing trees—Knowledge of sale to another.* A purchaser of real estate who has full knowledge at the time of his purchase that his vendor has sold certain trees growing on the land and conveyed them to the purchaser, and